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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 AREF FARAH, I,

12 Plaintiff,

13 v.

14 CITY OF ANAHEIM,

15 Defendant.

Case No.: 8:25-cv-00459 SRM (KESx)

Assigned to: Hon. Serena R. Murillo

Courtroom: 9B

Magistrate Judge: Hon. Karen E. Scott

[DISCOVERY MATTER]

**STIPULATION AND PROPOSED
PROTECTIVE ORDER**

Action Filed: March 10, 2025

Trial Date: None set

TO THE HONORABLE COURT:

By and through their counsel of record in this action, Plaintiff AREF FARAH I ("Plaintiff") and Defendant CITY OF ANAHEIM ("Defendant"), collectively "the parties" hereby stipulate for the purpose of jointly requesting that the Honorable Court enter a protective order re confidential documents in this matter (and pursuant to Fed. R. Civ. P. Rules 5, 2, 7, and 26, as well as U.S. Dist. Ct. C.D. Cal. Local Rules 7-1 and 52-4.1; and any applicable Orders of the Court) as follows:

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STIPULATION AND PROPOSED PROTECTIVE ORDER

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery, and that
8 the protection it affords from the public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 12.3, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the Court to file material under seal.

15 **B. GOOD CAUSE STATEMENT**

16 Plaintiff is alleging he was denied two promotions with City of Anaheim
17 based on his race and/or ethnicity through the interval posting and competitive
18 application, interview and selection process. His allegations necessarily involve
19 the qualifications of the other interviewees and those employees who were selected
20 for the positions. Therefore, this action will involve the rating sheets, applications,
21 personnel files, and personal information concerning other City of Anaheim
22 employees who interviewed for positions Plaintiff applied and/or interviewed for.
23 The applications and personnel files have personal information such as their
24 names, home address, and contact information. These employees are not parties
25 in this lawsuit and have a right to privacy and to prevent public disclosure of
26 their personal and personnel file information, including how they were rated
27 and evaluated in the competitive process. They include candidates who
28 were successful, candidates who were placed on an eligibility list, and other

1 candidates who were not successful. Preventing the disclosure of this
2 information for any purpose other than the litigation of this action is
3 warranted.

4 The documents related to this matter include, but are not limited to the
5 following: personnel files of all applicants for each position, applications from all
6 applicants for each position, and rate sheets of all applicants for each position
7 which includes notes from the interviewers of personal information provided by
8 the interviewees.

9 Accordingly, to expedite the flow of information, to facilitate the prompt
10 resolution of disputes over confidentiality of discovery materials, to adequately
11 protect information the parties are entitled to keep confidential, to ensure that the
12 parties are permitted reasonable necessary uses of such material in preparation for
13 and in the conduct of trial, to address their handling at the end of the litigation, and
14 serve the ends of justice, a Protective Order for such information is justified in this
15 matter. It is the intent of the parties that information will not be designated as
16 confidential for tactical reasons and that nothing be so designated without a good
17 faith belief that it has been maintained in a confidential, non-public manner, and
18 there is good cause why it should not be part of the public record of this case.

19 **2. DEFINITIONS**

20 2.1 Action: Refers to this pending federal law suit Case No.8:25-cv-00459-
21 SRM-KES.

22 2.2 Challenging Party: a Party or Non-Party that challenges the
23 designation of information or items under this Order.

24 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
25 how it is generated, stored or maintained) or tangible things that qualify for
26 protection under Federal Rule of Civil Procedure 26(c), and as specified
27 above in the Good Cause Statement.

28 2.4 Counsel: Refers to any party's Counsel of Record (as well as their

1 support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information
3 or items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL”.
5

6 2.6 Disclosure or Discovery Material: all items or information, regardless
7 of the medium or manner in which it is generated, stored, or maintained
8 (including, among other things, testimony, transcripts, and tangible things), that
9 are produced or generated in disclosures or responses to discovery in this matter.

10 2.7 Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve
12 as an expert witness or as a consultant in this Action.

13 2.8 House Counsel: attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.9 Non-Party: any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.10 Outside Counsel of Record: attorneys who are not employees of a
19 party to this Action but are retained to represent or advise a party to this Action
20 and have appeared in this Action on behalf of that party or are affiliated with a
21 law firm which has appeared on behalf of that party, and includes support staff.

22 2.11 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and
24 their support staffs).

25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.13 Professional Vendors: persons or entities that provide litigation
28 support services (e.g., photocopying, videotaping, translating, preparing exhibits

1 or demonstratives, and organizing, storing, or retrieving data in any form or
2 medium) and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as "CONFIDENTIAL."

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7 **3. SCOPE**

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.
13 Any use of Protected Material at trial shall be governed by the orders of the trial
14 judge. This Order does not govern the use of Protected Material at trial.

15 **4. DURATION**

16 Even after final disposition of this litigation, the confidentiality obligations
17 imposed by this Order shall remain in effect until a Designating Party agrees
18 otherwise in writing or a court order otherwise directs. Final disposition shall be
19 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
20 with or without prejudice; and (2) final judgment hereinafter the completion and
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
22 including the time limits for filing any motions or applications for extension
23 of time pursuant to applicable law.

24 **5. DESIGNATING PROTECTED MATERIAL**

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or Non-Party that designates information or items for
27 protection under this Order must take care to limit any such designation to
28 specific material that qualifies under the appropriate standards. The Designating

1 Party must designate for protection only those parts of material, documents,
2 items, or oral or written communications that qualify so that other portions of
3 the material, documents, items, or communications for which protection is not
4 warranted are not swept unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited.
6 Designations that are shown to be clearly unjustified or that have been made for
7 an improper purpose (e.g., to unnecessarily encumber the case development
8 process or to impose unnecessary expenses and burdens on other parties) may
9 expose the Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items
11 that it designated for protection do not qualify for protection that
12 Designating Party must promptly notify all other Parties that it is withdrawing
13 the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for
17 protection under this Order must be clearly so designated before the material is
18 disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that
22 the Producing Party affix at a minimum, the legend "CONFIDENTIAL"
23 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
24 material. If only a portion or portions of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected portions)
26 (e.g., by making appropriate markings in the margins). A Party or Non-Party that
27 makes original documents available for inspection need not designate them for
28 protection until after the inspecting Party has indicated which documents it would

1 like copied and produced. During the inspection and before the designation, all of
2 the material made available for inspection shall be deemed "CONFIDENTIAL."
3 After the inspecting Party has identified the documents, it wants copied and
4 produced, the Producing Party must determine which documents, or portions
5 thereof, qualify for protection under this Order. Then, before producing the
6 specified documents, the Producing Party must affix the "CONFIDENTIAL
7 legend" to each page that contains Protected Material. If only a portion or portions
8 of the material on a page qualifies for protection, the Producing Party also must
9 clearly identify the protected portions) (e.g., by making appropriate markings in
10 the margins).

11 (b) for testimony given in depositions that the Designating Party identify the
12 Disclosure or Discovery Material on the record, before the close of the deposition
13 all protected testimony.

14 (c) for information produced in some form other than documentary and for
15 any other tangible items, that the Producing Party affix in a prominent place on the
16 exterior of the container or containers in which the information is stored the legend
17 "CONFIDENTIAL." If only a portion or portions of the information warrants
18 protection, the Producing Party, to the extent practicable, shall identify the
19 protected portions).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party's right to secure protection under this Order for such
23 material. Upon timely correction of a designation, the Receiving Party must
24 make reasonable efforts to assure that the material is treated in accordance with
25 the provisions of this Order.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
28

1 designation of confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging party shall initiate the dispute
4 resolution process under Local Rule 37.1 *et. seq.*

5 6.3 The burden of persuasion in any such challenge proceeding shall be on
6 The Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is
11 entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under
18 the conditions described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:

28 (a) the Receiving Party's Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel)
4 of the Receiving Party to whom disclosure is reasonably necessary for this
5 Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who
13 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (g) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing
18 party requests that the witness sign the form attached as Exhibit A hereto; and
19 (2) they will not be permitted to keep any confidential information unless
20 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
21 unless otherwise agreed by the Designating Party or ordered by the court.
22 Pages of transcribed deposition testimony or exhibits to depositions that
23 reveal Protected Material may be separately bound by the court reporter and may
24 not be disclosed to anyone except as permitted under this Stipulated Protective
25 Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.
28

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action
5 as "CONFIDENTIAL," that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
7 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order
9 to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this Protective Order. Such notification shall
11 include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected. If
14 the Designating Party timely seeks a Protective Order, the Party served with the
15 subpoena or court order shall not produce any information designated in this
16 action as "CONFIDENTIAL" before a determination by the court from which
17 the subpoena or order issued, unless the Party has obtained the Designating
18 Party's permission. The Designating Party shall bear the burden and expense of
19 seeking protection in that court of its confidential material and nothing in these
20 provisions should be construed as authorizing or encouraging a Receiving Party
21 in this Action to disobey a lawful directive from another court.

22 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a
25 Non-Party in this Action and designated as "CONFIDENTIAL." Such
26 information produced by Non-Parties in connection with this litigation is
27 protected by the remedies and relief provided by this Order. Nothing in these
28 provisions should be construed as prohibiting a Non-Party from seeking additional

1 protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-
7 Party that some or all of the information requested is subject to a confidentiality
8 agreement With a Non- Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this Action, the relevant discovery request(s), and a
11 reasonably specific description of the information requested; and

12 (3) make the information requested available for inspection by the
13 Non-Party, if requested.

14 (c) If the Non-Party fails to seek a Protective Order from this court within
15 14 days of receiving the notice and accompanying information, the Receiving
16 Party may produce the Non-Party's confidential information responsive to the
17 discovery request. If the Non- Party timely seeks a Protective Order, the
18 Receiving Party shall not produce any information in its possession or control
19 that is subject to the confidentiality agreement with the Non-Party before a
20 determination by the court. Absent a court order to the contrary, the Non-Party
21 shall bear the burden and expense of seeking protection in this court of its
22 Protected Material.

23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has
25 disclosed Protected Material to any person or in any circumstance not
26 authorized under this Stipulated Protective Order, the Receiving Party must
27 immediately (a) notify in writing the Designating Party of the unauthorized
28 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the

1 Protected Material, (c) inform the person or persons to whom unauthorized
2 disclosures were made of all the terms of this Order, and (d) request such person
3 or persons to execute the “Acknowledgment and Agreement to be Bound” that is
4 attached hereto as Exhibit A.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
6 **OTHERWISE PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other
9 protection, the obligations of the Receiving Parties are those set forth in Federal
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
11 whatever procedure may be established inane- discovery order that provides for
12 production without prior privilege review. Pursuant to Federal Rule of Evidence
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
14 of a communication or information covered by the attorney-client privilege or
15 work product protection, the parties may incorporate their agreement in the
16 stipulated Protective Order submitted to the court.

17 **12. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of
19 any person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in
23 this Stipulated Protective Order. Similarly, no Party waives any right to object on
24 any ground to use in evidence of any of the material covered by this Protective
25 Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material
28 may only be filed under seal pursuant to a court order authorizing the sealing of

1 the specific Protected Material at issue. If a Party's request to file Protected
2 Material under seal is denied by the court, then the Receiving Party may file the
3 information in the public record unless otherwise instructed by the court.

4 **13. FINAL DISPOSITION**

5 After the final disposition of this Action, as defined in paragraph 4, within
6 60 days of a written request by the Designating Party, each Receiving Party must
7 return all Protected Material to the Producing Party or destroy such material. As
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of
10 the Protected Material. Whether the Protected Material is returned or destroyed,
11 the Receiving Party must submit a written certification to the Producing Party
12 (and, if not the same person or entity, to the Designating Party) by the 60 day
13 deadline that (1) identifies (by category, where appropriate) all the Protected
14 Material that was returned or destroyed and (2) affirms that the Receiving Party
15 has not retained any copies, abstracts, compilations, summaries or any other format
16 reproducing or capturing any of the Protected Material. Notwithstanding this
17 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
18 papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work
20 product, and consultant and expert work product, even if such materials contain
21 Protected Material. Any such archival copies that contain or constitute Protected
22 Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

24 **14. VIOLATION OF ORDER**

25 Any violation of this Order may be punished by any and all appropriate
26 measures including, without limitation, contempt proceedings and/or monetary
27 sanctions.

28 **IT IS SO STIPULATED AND REQUESTED**

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3 DATED: November 24, 2025

ROBERT FABELA, CITY ATTORNEY

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6 Bv: /s/ Anita K. Clarke

7 ROBERT J. TYSON
8 Assistant City Attorney
9 ANITA K. CLARKE
10 Deputy City Attorney
11 Attorneys for Defendant CITY OF
12 ANAHEIM

13 DATED: November 20, 2025

WHITE, ROSE & HILFERTY, P.C.

14 Bv: /s/ Tuba Farooqui

15 WHITE, ROSE & HILFERTY, P.C.
16 MICHAEL P. HILFERTY (*Pro Hac Vice*)
17 TUBA J. FAROOQUI (*Pro Hac Vice*)

18 BYRNE & NIXON LLP
19 MARK A. BYRNE

20 Attorneys for Plaintiff AREF FARAH

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT OT BE BOUND

I, _____[print or type full name], of
[print or type full address], declare under penalty of perjury that I have read in
its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on
[date] in the case of *Aref Farahi v. City of Anaheim*, 8:25-cv-00459-SRM-
KES. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order. I further agree to submit
to the jurisdiction of the United States District Court for the Central District
of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type
full name] of _____[print or type
full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to
enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

1 I CERTIFY THAT ALL PARTIES TO THIS DOCUMENT HAVE
2 CONSENTED TO ITS FILING AND TO THE LANGUAGE CONTAINED
3 HEREIN AND HAVE AUTHORIZED THE UNDERSIGNED TO AFFIX
4 THEIR ELETRONIC SIGNATURES.

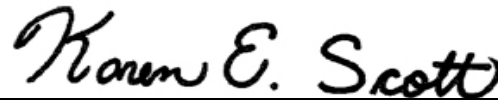
5
6 Dated: November 24, 2025 ROBERT FABELA, CITY ATTORNEY
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9 Bv: /s/ Anita K. Clarke

10 Robert J. Tyson
11 Assistant City Attorney
12 Anita K. Clarke
13 Deputy City Attorney
14 Attorneys for Defendant
15 CITY OF ANAHEIM
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18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

19 Dated: November 24, 2025
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23 **HON. KAREN E. SCOTT**
24 United States District Court Magistrate Judge
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